

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

BOSTON MORELAND,

Plaintiff(s),

v.

CITY OF LOS ANGELES; and DOES 1-  
10, identities unknown,

Defendant(s).

CASE NO. 2:24-cv-07728-CBM-PVCx

**STIPULATED PROTECTIVE ORDER**

**1. INTRODUCTION**

**1.1 PURPOSES AND LIMITATIONS**

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment

1 under the applicable legal principles. The parties further acknowledge, as set forth  
2 in Section 12.3, below, that this Stipulated Protective Order does not entitle them to  
3 file confidential information under seal; Civil Local Rule 79-5 sets forth the  
4 procedures that must be followed and the standards that will be applied when a party  
5 seeks permission from the court to file material under seal.

6 1.2 GOOD CAUSE STATEMENT

7 This action involves employees of the City of Los Angeles (the “City”) which  
8 include members of the City’s Los Angeles Police Department (“LAPD”). The  
9 nature of the incident that gives rise to Plaintiff’s suit and Plaintiff’s claims and  
10 allegations, will result in discovery production that includes: police reports and  
11 evidence; investigation reports and evidence; potentially peace officer personnel  
12 materials; information implicating the privacy rights of third parties (i.e., bystander  
13 witnesses, emergency personnel information); and other private and confidential  
14 materials for which require special protection from public disclosure.

15 Specifically, Plaintiff is seeking materials and information that Defendant  
16 maintains as confidential such as personnel files of the police and/or sworn officers  
17 involved in this incident, Internal Affairs materials and information, video  
18 recordings, audio recordings, photographs, and information and other administrative  
19 materials and information currently in the possession of the City and which  
20 Defendant believes need special protection from public disclosure and from use for  
21 any purpose other than prosecuting this litigation. Plaintiff may also seek official  
22 information contained in the personnel files of the police and/or sworn officers  
23 involved in the subject incident, which are maintained as strictly confidential and  
24 which Defendants believe need special protection from public disclosure and from  
25 use for any purpose other than prosecuting this litigation.

26 Defendants assert that the confidentiality of the materials and information  
27 sought by Plaintiff is recognized by California and federal law, as evidenced inter  
28 alia by California *Penal Code* section 832.7 and *Kerr v. United States Dist. Ct. for*

1 *N.D. Cal.*, 511 F.2d 192, 198 (9th Cir. 1975), *aff'd*, 426 U.S. 394 (1976). Defendants  
2 have not publicly released the materials and information referenced above except  
3 under protective order or pursuant to a court order, if at all. The personnel materials  
4 and information are of the type that has been used to initiate disciplinary action  
5 against the City's respective employees, and has been used as evidence in  
6 disciplinary proceedings, where the employee conduct was considered to be  
7 contrary to policy.

8 Defendant contends that absent a protective order delineating the  
9 responsibilities of nondisclosure on the part of the parties hereto, there is a specific  
10 risk of unnecessary and undue disclosure by one or more of the many attorneys,  
11 secretaries, law clerks, paralegals and expert witnesses involved in this case, as well  
12 as the corollary risk of embarrassment, harassment and professional and legal harm  
13 on the part of the City's employees referenced in the materials and information.

14 Defendant also contends that the unfettered disclosure of the materials and  
15 information, absent a protective order, would allow the media to share this  
16 information with potential jurors in the area, impacting the rights of Defendant  
17 herein to receive a fair trial.

18 Accordingly, to expedite the flow of information, to facilitate the prompt  
19 resolution of disputes over confidentiality of discovery materials, to adequately  
20 protect information the parties are entitled to keep confidential, to ensure that the  
21 parties are permitted reasonable necessary uses of such material in preparation for  
22 and in the conduct of trial, to address their handling at the end of the litigation, and  
23 serve the ends of justice, a protective order for such information is justified in this  
24 matter. It is the intent of the parties that information will not be designated as  
25 confidential for tactical reasons and that nothing be so designated without a good  
26 faith belief that it has been maintained in a confidential, non-public manner, and  
27 there is good cause why it should not be part of the public record of this case.

28 Plaintiff agrees that there is Good Cause for a Protective Order so as to

1 preserve the respective interests of the parties while streamlining the process of  
2 resolving any disagreements.

3 The parties therefore stipulate that there is Good Cause for, and hereby jointly  
4 request that the honorable Court issue a Protective Order regarding confidential  
5 documents consistent with the terms and provisions of this Stipulation. However,  
6 the entry of a Protective Order by the Court pursuant to this Stipulation shall not be  
7 construed as any ruling by the Court on the aforementioned legal statements or  
8 privilege claims in this section, no shall this section be construed as part of any such  
9 Court Order.

10  
11 2. DEFINITIONS

12 2.1 Action: *Moreland v. City of Los Angeles, et al.*, case no. 2:24-cv-  
13 07728-CBM-PVC.

14 2.2 Challenging Party: a Party or Non-Party that challenges the  
15 designation of information or items under this Order.

16 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
17 how it is generated, stored or maintained) or tangible things that qualify for  
18 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
19 the Good Cause Statement. **[Note: any request for a two-tiered, attorney-eyes-  
20 only protective order that designates certain material as “Highly Confidential”  
21 will require a separate and detailed showing of need.]**

22 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
23 their support staff).

24 2.5 Designating Party: a Party or Non-Party that designates information or  
25 items that it produces in disclosures or in responses to discovery as  
26 “CONFIDENTIAL.”

27 2.6 Disclosure or Discovery Material: all items or information, regardless  
28 of the medium or manner in which it is generated, stored, or maintained (including,

1 among other things, testimony, transcripts, and tangible things), that are produced or  
2 generated in disclosures or responses to discovery in this matter.

3 2.7 Expert: a person with specialized knowledge or experience in a matter  
4 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
5 an expert witness or as a consultant in this Action.

6 2.8 House Counsel: attorneys who are employees of a party to this Action.  
7 House Counsel does not include Outside Counsel of Record or any other outside  
8 counsel.

9 2.9 Non-Party: any natural person, partnership, corporation, association, or  
10 other legal entity not named as a Party to this action.

11 2.10 Outside Counsel of Record: attorneys who are not employees of a  
12 party to this Action but are retained to represent or advise a party to this Action and  
13 have appeared in this Action on behalf of that party or are affiliated with a law firm  
14 which has appeared on behalf of that party, and includes support staff.

15 2.11 Party: any party to this Action, including all of its officers, directors,  
16 employees, consultants, retained experts, and Outside Counsel of Record (and their  
17 support staffs).

18 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
19 Discovery Material in this Action.

20 2.13 Professional Vendors: persons or entities that provide litigation  
21 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
22 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
23 and their employees and subcontractors.

24 2.14 Protected Material: any Disclosure or Discovery Material that is  
25 designated as "CONFIDENTIAL."

26 2.15 Receiving Party: a Party that receives Disclosure or Discovery  
27 Material from a Producing Party.  
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1     3.     SCOPE

2             The protections conferred by this Stipulation and Order cover not only  
3     Protected Material (as defined above), but also (1) any information copied or  
4     extracted from Protected Material; (2) all copies, excerpts, summaries, or  
5     compilations of Protected Material; and (3) any testimony, conversations, or  
6     presentations by Parties or their Counsel that might reveal Protected Material.

7             Any use of Protected Material at trial will be governed by the orders of the  
8     trial judge. This Order does not govern the use of Protected Material at trial.

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10    4.     DURATION

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12            Even after final disposition of this litigation, the confidentiality obligations  
13    imposed by this Order will remain in effect until a Designating Party agrees  
14    otherwise in writing or a court order otherwise directs. Final disposition will be  
15    deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
16    or without prejudice; and (2) final judgment herein after the completion and  
17    exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
18    including the time limits for filing any motions or applications for extension of time  
19    pursuant to applicable law.

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21    5.     DESIGNATING PROTECTED MATERIAL

22         5.1   Exercise of Restraint and Care in Designating Material for Protection.

23    Each Party or Non-Party that designates information or items for protection under  
24    this Order must take care to limit any such designation to specific material that  
25    qualifies under the appropriate standards. The Designating Party must designate for  
26    protection only those parts of material, documents, items, or oral or written  
27    communications that qualify so that other portions of the material, documents,  
28

1 items, or communications for which protection is not warranted are not swept  
2 unjustifiably within the ambit of this Order.

3 Mass, indiscriminate, or routinized designations are prohibited. Designations  
4 that are shown to be clearly unjustified or that have been made for an improper  
5 purpose (e.g., to unnecessarily encumber the case development process or to impose  
6 unnecessary expenses and burdens on other parties) may expose the Designating  
7 Party to sanctions.

8 If it comes to a Designating Party's attention that information or items that it  
9 designated for protection do not qualify for protection, that Designating Party must  
10 promptly notify all other Parties that it is withdrawing the inapplicable designation.

11 5.2 Manner and Timing of Designations. Except as otherwise provided in  
12 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
13 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
14 under this Order must be clearly so designated before the material is disclosed or  
15 produced.

16 Designation in conformity with this Order requires:

17 (a) for information in documentary form (e.g., paper or electronic documents,  
18 but excluding transcripts of depositions or other pretrial or trial proceedings), that  
19 the Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter  
20 "CONFIDENTIAL legend"), to each page that contains protected material. If only a  
21 portion or portions of the material on a page qualifies for protection, the Producing  
22 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
23 markings in the margins).

24 A Party or Non-Party that makes original documents available for  
25 inspection need not designate them for protection until after the inspecting Party has  
26 indicated which documents it would like copied and produced. During the  
27 inspection and before the designation, all of the material made available for  
28 inspection will be deemed "CONFIDENTIAL." After the inspecting Party has

1 identified the documents it wants copied and produced, the Producing Party must  
2 determine which documents, or portions thereof, qualify for protection under this  
3 Order. Then, before producing the specified documents, the Producing Party must  
4 affix the “CONFIDENTIAL legend” to each page that contains Protected Material.  
5 If only a portion or portions of the material on a page qualifies for protection, the  
6 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
7 appropriate markings in the margins).

8 (b) for testimony given in depositions that the Designating Party identify the  
9 Disclosure or Discovery Material on the record, before the close of the deposition all  
10 protected testimony.

11 (c) for information produced in some form other than documentary and for  
12 any other tangible items, that the Producing Party affix in a prominent place on the  
13 exterior of the container or containers in which the information is stored the legend  
14 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
15 protection, the Producing Party, to the extent practicable, will identify the protected  
16 portion(s).

17 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
18 failure to designate qualified information or items does not, standing alone, waive  
19 the Designating Party’s right to secure protection under this Order for such material.  
20 Upon timely correction of a designation, the Receiving Party must make reasonable  
21 efforts to assure that the material is treated in accordance with the provisions of this  
22 Order.

## 23 24 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

25 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
26 designation of confidentiality at any time that is consistent with the Court’s  
27 Scheduling Order.  
28

1           6.2   Meet and Confer. The Challenging Party will initiate the dispute  
2 resolution process (and, if necessary, file a discovery motion) under Local Rule 37.1  
3 et seq.

4           6.3   The burden of persuasion in any such challenge proceeding will be on  
5 the Designating Party. Frivolous challenges, and those made for an improper  
6 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
7 parties) may expose the Challenging Party to sanctions. Unless the Designating  
8 Party has waived or withdrawn the confidentiality designation, all parties will  
9 continue to afford the material in question the level of protection to which it is  
10 entitled under the Producing Party's designation until the Court rules on the  
11 challenge.

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13       7.    ACCESS TO AND USE OF PROTECTED MATERIAL

14           7.1   Basic Principles. A Receiving Party may use Protected Material that is  
15 disclosed or produced by another Party or by a Non-Party in connection with this  
16 Action only for prosecuting, defending, or attempting to settle this Action. Such  
17 Protected Material may be disclosed only to the categories of persons and under the  
18 conditions described in this Order. When the Action has been terminated, a  
19 Receiving Party must comply with the provisions of section 13 below (FINAL  
20 DISPOSITION).

21           Protected Material must be stored and maintained by a Receiving Party at a  
22 location and in a secure manner that ensures that access is limited to the persons  
23 authorized under this Order.

24           7.2   Disclosure of "CONFIDENTIAL" Information or Items. Unless  
25 otherwise ordered by the court or permitted in writing by the Designating Party, a  
26 Receiving Party may disclose any information or item designated  
27 "CONFIDENTIAL" only to:  
28

1 (a) the Receiving Party's Outside Counsel of Record in this Action, as  
2 well as employees of said Outside Counsel of Record to whom it is reasonably  
3 necessary to disclose the information for this Action;

4 (b) the officers, directors, and employees (including House Counsel) of  
5 the Receiving Party to whom disclosure is reasonably necessary for this Action;

6 (c) Experts (as defined in this Order) of the Receiving Party to whom  
7 disclosure is reasonably necessary for this Action and who have signed the  
8 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

9 (d) the Court and its personnel;

10 (e) court reporters and their staff;

11 (f) professional jury or trial consultants, mock jurors, and Professional  
12 Vendors to whom disclosure is reasonably necessary for this Action and who have  
13 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

14 (g) the author or recipient of a document containing the information or a  
15 custodian or other person who otherwise possessed or knew the information;

16 (h) during their depositions, witnesses ,and attorneys for witnesses, in the  
17 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
18 requests that the witness sign the form attached as Exhibit A hereto; and (2) they  
19 will not be permitted to keep any confidential information unless they sign the  
20 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise  
21 agreed by the Designating Party or ordered by the court. Pages of transcribed  
22 deposition testimony or exhibits to depositions that reveal Protected Material may  
23 be separately bound by the court reporter and may not be disclosed to anyone except  
24 as permitted under this Stipulated Protective Order; and

25 (i) any mediator or settlement officer, and their supporting personnel,  
26 mutually agreed upon by any of the parties engaged in settlement discussions.

1     8.     PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
2     IN OTHER LITIGATION

3             If a Party is served with a subpoena or a court order issued in other litigation  
4     that compels disclosure of any information or items designated in this Action as  
5     “CONFIDENTIAL,” that Party must:

6             (a) promptly notify in writing the Designating Party. Such notification  
7     will include a copy of the subpoena or court order;

8             (b) promptly notify in writing the party who caused the subpoena or order  
9     to issue in the other litigation that some or all of the material covered by the  
10    subpoena or order is subject to this Protective Order. Such notification will include  
11    a copy of this Stipulated Protective Order; and

12            (c) cooperate with respect to all reasonable procedures sought to be  
13    pursued by the Designating Party whose Protected Material may be affected.

14            If the Designating Party timely seeks a protective order, the Party served with  
15    the subpoena or court order will not produce any information designated in this  
16    action as “CONFIDENTIAL” before a determination by the court from which the  
17    subpoena or order issued, unless the Party has obtained the Designating Party’s  
18    permission. The Designating Party will bear the burden and expense of seeking  
19    protection in that court of its confidential material and nothing in these provisions  
20    should be construed as authorizing or encouraging a Receiving Party in this Action  
21    to disobey a lawful directive from another court.

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23     9.     A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
24     PRODUCED IN THIS LITIGATION

25            (a) The terms of this Order are applicable to information produced by a  
26    Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
27    produced by Non-Parties in connection with this litigation is protected by the  
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1 remedies and relief provided by this Order. Nothing in these provisions should be  
2 construed as prohibiting a Non-Party from seeking additional protections.

3 (b) In the event that a Party is required, by a valid discovery request, to  
4 produce a Non-Party's confidential information in its possession, and the Party is  
5 subject to an agreement with the Non-Party not to produce the Non-Party's  
6 confidential information, then the Party will:

7 (1) promptly notify in writing the Requesting Party and the Non-Party  
8 that some or all of the information requested is subject to a confidentiality  
9 agreement with a Non-Party;

10 (2) promptly provide the Non-Party with a copy of the Stipulated  
11 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
12 specific description of the information requested; and

13 (3) make the information requested available for inspection by the  
14 Non-Party, if requested.

15 (c) If the Non-Party fails to seek a protective order from this court within  
16 14 days of receiving the notice and accompanying information, the Receiving Party  
17 may produce the Non-Party's confidential information responsive to the discovery  
18 request. If the Non-Party timely seeks a protective order, the Receiving Party will  
19 not produce any information in its possession or control that is subject to the  
20 confidentiality agreement with the Non-Party before a determination by the court.  
21 Absent a court order to the contrary, the Non-Party will bear the burden and expense  
22 of seeking protection in this court of its Protected Material.

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24 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

25 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
26 Protected Material to any person or in any circumstance not authorized under this  
27 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
28 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts

1 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
2 persons to whom unauthorized disclosures were made of all the terms of this Order,  
3 and (d) request such person or persons to execute the “Acknowledgment and  
4 Agreement to Be Bound” that is attached hereto as Exhibit A.

5  
6 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
7 PROTECTED MATERIAL

8 When a Producing Party gives notice to Receiving Parties that certain  
9 inadvertently produced material is subject to a claim of privilege or other protection,  
10 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
11 Procedure 26(b)(5)(B). This provision is not intended to modify whatever  
12 procedure may be established in an e-discovery order that provides for production  
13 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and  
14 (e), insofar as the parties reach an agreement on the effect of disclosure of a  
15 communication or information covered by the attorney-client privilege or work  
16 product protection, the parties may incorporate their agreement in the stipulated  
17 protective order submitted to the court.

18  
19 12. MISCELLANEOUS

20 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
21 person to seek its modification by the Court in the future.

22 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
23 Protective Order no Party waives any right it otherwise would have to object to  
24 disclosing or producing any information or item on any ground not addressed in this  
25 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
26 ground to use in evidence of any of the material covered by this Protective Order.

27 12.3 Filing Protected Material. A Party that seeks to file under seal any  
28 Protected Material must comply with Civil Local Rule 79-5. Protected Material may

1 only be filed under seal pursuant to a court order authorizing the sealing of the  
2 specific Protected Material at issue. If a Party's request to file Protected Material  
3 under seal is denied by the court, then the Receiving Party may file the information  
4 in the public record unless otherwise instructed by the court.

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6 13. FINAL DISPOSITION

7 After the final disposition of this Action, as defined in paragraph 4, within 60  
8 days of a written request by the Designating Party, each Receiving Party must return  
9 all Protected Material to the Producing Party or destroy such material. As used in  
10 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
11 summaries, and any other format reproducing or capturing any of the Protected  
12 Material. Whether the Protected Material is returned or destroyed, the Receiving  
13 Party must submit a written certification to the Producing Party (and, if not the same  
14 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
15 (by category, where appropriate) all the Protected Material that was returned or  
16 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
17 abstracts, compilations, summaries or any other format reproducing or capturing any  
18 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
19 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
20 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
21 reports, attorney work product, and consultant and expert work product, even if such  
22 materials contain Protected Material. Any such archival copies that contain or  
23 constitute Protected Material remain subject to this Protective Order as set forth in  
24 Section 4 (DURATION).

1 14. Any willful violation of this Order may be punished by civil or criminal  
2 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary  
3 authorities, or other appropriate action at the discretion of the Court.  
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5 FOR GOOD CAUSE SHOWN BY THE PARTIES' STIPULATION, IT IS SO  
6 ORDERED.  
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9 DATED: March 11, 2025  
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11 HON. PEDRO V. CASTILLO  
12 United States Magistrate Judge  
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [full name], of \_\_\_\_\_ [full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on \_\_\_\_\_ [date] in the case of *Moreland v. City of Los Angeles, et al.*, case no. 2:24-cv-07728-CBM-PVC. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [full name] of \_\_\_\_\_ [full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_